(13)

Supreme Court, U.S.
FILED
AUG 31 2001
OFFICE OF THE

No. 00-1250

IN THE
Supreme Court of the United States

US AIRWAYS, INC.,
Petitioner,

v.

ROBERT BARNETT,
Respondent.

On Writ of Certiorari to the United States
Court of Appeals for the Ninth Circuit

SUPPLEMENTAL JOINT APPENDIX

William C. McNeill, III
Claudia Center*
THE EMPLOYMENT LAW CENTER, A PROJECT OF THE LEGAL AID SOCIETY OF SAN FRANCISCO
1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8848

**Counsel for Respondent Robert Barnett*

Walter E. Dellinger*
Sri Srinivasan
O'MELVENY & MYERS LLP
555 13th Street, NW
Washington, D.C. 20004
(202) 383-5300

**Counsel for Petitioner U.S. Airways, Inc.*

Additional Counsel Listed on Inside Cover

Petition for Certiorari Filed February 1, 2001
Certiorari Granted April 16, 2001

12-PP

Additional Counsel for Respondent:

Eric Schnapper
Professor of Law
UNIVERSITY OF WASHINGTON SCHOOL OF LAW
1100 NE Campus Parkway
Seattle, WA 98105
(206) 616-3167

Todd Schneider
SCHNEIDER, MCCORMAC & WALLACE
1700 California Street
Suite 340
San Francisco, CA 94109
(415) 440-3440

Richard L. Davis
18161 North Timber Ridge Drive
Surprise, AZ 85374
(623) 544-0354

Robert W. Rychlik
P.O. Box 10847
Palm Desert, CA 92255
(760) 772-4737

Additonal Counsel for Petitioner:

Robert A. Siegal
O'MELVENY & MEYERS LLP
400 South Hope Street
Los Angeles, CA 90071
(213) 430-6000

Dipanwita Deb Amar
O'MELVENY & MEYERS LLP
275 Battery Street
San Francisco, CA 94111
(415) 984-8700

Lawrence M. Nagin
Jennifer C. McGarey
U.S. AIRWAYS, INC.
2345 Crystal Drive
Arlington, VA 22227
(703) 872-5210

TABLE OF CONTENTS

Seniority Policy, Excerpted from USAir's Personnel Policy Guide for Agents (Exh. A to Declaration of Ollie Lawrence, Jr. in Support of Defendant USAir's Motion for Summary Judgment or, in the Alternative, for Partial Summary Judgment, Filed Jan. 16, (1996) 1

Transfer Requests, Excerpted from USAir's Personnel Policy Guide for Agents (Exh. A to Declaration of Ollie Lawrence, Jr. in Support of Defendant USAir's Motion for Summary Judgment or, in the Alternative, for Partial Summary Judgment, Filed Jan. 16, 1996) 8

Seniority Policy, Excerpted from USAir's Personnel Policy Guide for Agents (Exh. A to Declaration of Ollie Lawrence, Jr. in Support of Defendant USAir's Motion for Summary Judgment or, in the Alternative, for Partial Summary Judgment, Filed Jan. 16, 1996)

USAir *Agent*
Personnel Policy Guide

1-25, Page 1
November 6, 1992

SENIORITY

Seniority is accrued in five different categories; each one is established for certain applications. All seniority dates are adjustable based on certain factors. No credit is given for part-time service performed prior to May 1, 1979, in any seniority category. The names of these categories, how they are applied, and reasons for their adjustment, are as follows:

Date of Hire

Accrued by:	Continuous USAir service in any department regardless of full-time or part-time status
Applied to:	Vacation accrual
	Boarding for on-line non-revenue space available travel
	Service Awards
Adjusted for:	Personal Leaves
	Termination due to reduction in force during your probationary period

Suspension under most circumstances

Company Seniority

Accrued by: Continuous USAir service in any department. All part-time service is accrued at one-half the full-time rate

Applied to: Bidding vacations

Eligibility for participation in the group life and hospitalization program and the retirement plan

N Displacements, order of furloughs and recalls

Adjusted for: Part-time Service (divided by one-half)

Personal Leaves

Furloughs extending beyond three years

Suspension under most circumstances

continued . . .

SENIORITY (con'd.)

Group Classification Seniority

Accrued by: Service in any position within the classification group (see page 4)

Applied to: Bidding shifts and days off, filling of vacancies, transfer requests. (You cannot use the combined seniority for bidding within a premium classification.)

D

Adjusted for: Service outside of the classification group

Part-time service in the classification group (divided by one-half)

Personal Leaves

Furloughs extending beyond three years

Suspension under most circumstances

Premium Classification Seniority

Accrued by: Service within a specific premium classification (e.g., PSS, Team Leader, etc.) within the classification group

Applied to: Bidding shifts and days off within the premium classification

Displacement from a premium classification position

Adjusted for: Service outside the premium classification

Personal Leaves

Suspension under most circumstances

Pay Seniority

Accrued by: Service within a classification group

continued . . .

SENIORITY (cont'd.)

Pay Seniority (cont'd.)

Applied to: Wage scales

Adjusted for: Time lost due to leaves of absence, except Military Leave

Transfers to different payscales or to a bargaining unit (see section 3-10 for details)

Time spent in a position covered by the Management Salary Plan (unless you hold previous group classification seniority – see Section 3-10)

Furloughs extending beyond 90 days

Suspension under most circumstances

Seniority Roster

A seniority roster is published twice a year (January and July) for certain departments to post.

It lists the following in order of classification seniority:

- name of each employee
- hire date
- company seniority
- group classification seniority date
- premium classification seniority date
- location
- birthday

If you believe your seniority is incorrectly shown, tell your manager immediately.

Determination Of Seniority

Company Seniority: If two or more of you have the same company seniority, the most senior employee is determined on the basis of age.

continued . . .

SENIORITY (cont'd.)

Determination of Seniority (cont'd.)

Group Classification Seniority: If two or more of you have the same group classification date your seniority is assigned as follows:

- most senior employee on the basis of company seniority
- most senior employee on the basis of age

Premium Classification Seniority: If two or more of you have the same premium classification date your seniority is assigned as follows:

- most senior employee on the basis of group classification seniority
- most senior employee on the basis of company seniority
- most senior employee on the basis of age

Covered Classification Groups

The classification groups covered by this policy guide are as follows:

City Ticket Office Agent (CTO) Classification Group

City Ticket Office Agent (group classification)
Lead City Ticket Office Agent (premium classification)

Club Representative Classification Group

USAir Club Representative

Customer Service Agent Classification Group

Customer Service Agent (group classification)
Passenger Service Supervisor (premium classification)
Ramp Service Supervisor (premium classification)

Reservations Sales Agent Classification Group

Reservations Sales Agent (group classification)
Lead Reservations Sales Agent (premium classification)
Team Leader (premium classification)

continued . . .

SENIORITY (cont'd.)

Covered Classification Groups (cont'd.)

Special Assistance Representative (SAR) Group

Special Assistance Representative

Scheduled Airlines Ticket Office Agent (SATO) Group

Scheduled Airlines Ticket Office Agent

NOTE: Employees hired into the SATO program after May 1, 1986, will become a SATO Inc. employee and must officially resign or retire from USAir. Employees hired into the SATO program prior to May 3, 1986, will remain employees of USAir, Inc.

Loss of Seniority

You lose all seniority in all categories if you resign, fail to accept recall to the location from which you were furloughed, remain on furlough in excess of six years, or are terminated for cause.

Seniority Retention

You retain but do not accrue group and premium classification seniority if you:

- Bid and are awarded a position in a classification not covered by this policy; or,
- are promoted to a management position, (except Reservations Sales Supervisor and USAir Club Supervisor); or,
- bid and are awarded a position in another classification group covered by this policy (e.g., Reservations Sales Agent to Customer Service Agent, CTO or SATO, or vice versa).

Transfer Requests, Excerpted from USAir's Personnel Policy Guide for Agents (Exh. A to Declaration of Ollie Lawrence, Jr. in Support of Defendant USAir's Motion for Summary Judgment or, in the Alternative, for Partial Summary Judgment, Filed Jan. 16, 1996)

USAir *Agent*
Personnel Policy Guide
¢ 3-10, Page 5
December 1, 1993

TRANSFER REQUESTS (cont'd.)

Catastrophic Medical Transfer Request

Employees may request a medical transfer if they or a member of their immediate family* are suffering from a catastrophic illness.

*Note: For the purpose of this policy, the immediate family is defined as spouse and children only.

You may transfer within the same or to a different geographic location in the same classification only.

A confidential written transfer request explaining the reason you desire the transfer must be submitted to your local manager along with a written statement from your physician, or at USAir's request and expense, a USAir appointed physician, revealing the nature of the illness. Your medical information will remain confidential at all times.

N An employee awarded a catastrophic medical transfer may be required to submit an updated medical certification from a health-care provider in the event of a reduction in force, or other circumstances, as deemed necessary.

N In the event of a reduction in force, the employee will be exempt from displacement from the location, if it is determined by the Department Officer that the catastrophic medical condition still exists; if it does not, you may be subject to displacement based on adjusted company seniority.

Catastrophic medical transfer requests must be approved by the Department Officer, or his/her designee, on a case-by-case basis.

If awarded a catastrophic medical transfer you:

- will receive a position in your desired location, regardless of your seniority date.
- pay the entire moving costs and settlement expenses.
- cannot use the catastrophic medical transfer policy again to return to your original location or any other location.
- cannot bid or request transfer for one (1) year.